

UNOFFICIAL COPY



Doc#: 0410012071
Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 04/09/2004 12:50 PM Pg: 1 of 4

This is a Future Advance MORTGAGE HOME EQUITY LINE OF CREDIT

THIS MORTGAGE is made this 18TH Day of FEBRUARY, 2004,

Between the Mortgagor, ROBERT W. DERUITER AND CAROL J. DERUITER, HUSBAND AND WIFE,
s/a Robert DeRuiter

Whose address is 5412 W. ALEXANDER PL OAKLAWN, IL 60453,

(herein "Borrower"), and Mortgager, United Federal Credit Union, a Federal Credit Union, organized under the laws of the United States of America (herein "Lender") whose address is 808 East Front Street, Buchanan, Michigan 49107-1497.

WHEREAS, Borrower is or may become indebted to Lender, which indebtedness is evidenced by Borrower's Home Equity Line of Credit Agreement dated FEBRUARY, 18, 2004 (herein "Agreement"), such Agreement providing for line of credit account not to exceed U.S. \$50,000.00 in principal amount outstanding at any one time.

TO SECURE to Lender the repayment of all sums now or hereafter owing under the Agreement, regardless of when advanced to Borrower, with interest thereon; the payment of all other sums with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in COOK COUNTY, ILLINOIS:

LOT 25 IN SUPERIOR HOME BUILDERS SUBDIVISION OF LOTS 3, 6, 7, 10, 11, 12, 13, 14, AND 16 OF MOORE'S ADDITION TO OAK LAWN A SUBDIVISION OF LOT 4 OF A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND ALL OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Which has the address of 5412 W. ALEXANDER PL.
(Street)

OAKLAWN
(City)

ILLINOIS
(State)

60453
(ZIP Code)

("Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

5-11
5-4
5-11
5-11

UNOFFICIAL COPY

MORTGAGE COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Agreement and late charges as provided in the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 3,4,5 and 6 hereof, then to late charges, interest payable on the Agreement and then to the principal of the Agreement.
- 3. Prior and Future Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due.. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this mortgage, and leasehold payments or ground rents, if any. Borrower shall not increase, extend, or in any other fashion amend any mortgage or deed of trust which has priority over this Mortgage without Lender's written consent. Borrower also shall not, without Lender's written consent, enter into any future mortgage or deed of trust unless such mortgage or deed of trust specifically states that all sums owing thereunder are subordinate to all sums that are or may become secured by this Mortgage. In the event that Borrower fails to make payment or otherwise fails to perform any obligation required by this paragraph 3, Lender shall have the right to make required payments or remedy such failure to perform in place of Borrower. Lender shall also have the right to acquire, reinstate, and/or pay in full the indebtedness of the holder of any right, title, interest or lien which is superior to this Mortgage. The amount of any and all such payments plus the costs to Lender of such remedial performance including, but not limited to, reasonable attorney fees, shall be added to the principal amount due under the Agreement together with interest thereon charged at the highest rate charged by Lender to Borrower on any indebtedness secured hereby.
- 4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards, included within the term "extended coverage", and such other hazards as Lender may require and Borrower subject to approval by Lender; provided that such approval shall not be unreasonable withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. In the event that Borrower fails to make payment or otherwise fails to perform any obligation required by this paragraph 4, Lender shall have the right to make required payments or remedy such failure to perform in place of Borrower. The amounts of any and all such payments and the costs to Lender of such remedial performance including, but not limited to, reasonable attorney fees, shall be added to the principal amount due under the Agreement together with interest thereon charged at the highest rate charged by Lender to Borrower on any indebtedness secured hereby.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. In the event that Borrower fails to make payment or otherwise fails to perform any obligation required by this paragraph 5, Lender shall have the right to make required payments or remedy such failure to perform in place of borrower. The amounts of any and all such payments and the costs to Lender of such remedial performance including, but not limited to, reasonable attorney fees, shall be added to the principal amount due under the Agreement together with interest thereon charged at the highest rate charged by Lender to Borrower on any indebtedness secured hereby.
- 6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage or if Borrower fails to make payments for taxes or insurance on the Property when due, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Agreement rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.
- 7. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 9. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or to any successor in interest of Borrower

UNOFFICIAL COPY

shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision to this end the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

14. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) The creation of a lien or other encumbrance subordinate to Lender's security instrument which does not relate to a transfer of rights of occupancy in the property; (b) The creation of a purchase money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) The granting of a leasehold interest of 3 years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 14, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, but shall have no obligation to, release Borrower from all obligations under this Mortgage and the Agreement. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 11 hereof. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 15 hereof.

15. Acceleration; Remedies. Except as provided in paragraph 14 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale hereby granted and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees. If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 11 hereof, Lender shall publish and post the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other

UNOFFICIAL COPY

covenants and agreements of Borrower contained in this Mortgage; (c)Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees, and (d)Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare and file a discharge of this Mortgage without charge to Borrower, and shall pay the fee for recording the discharge.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST:

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of the Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

Signature Robert DeRuiter
Borrower

Name Typed ROBERT W. DERUITER a/k/a Robert DeRuiter

Signature Carol J. DeRuiter
Borrower

Name Typed CAROL J. DERUITER

To be completed by Notary Public:

STATE OF MICHIGAN

BERRIEN COUNTY ss:

The foregoing instrument was acknowledged before me this

February 18, 2004
(Date)

By: ROBERT W. DERUITER AND CAROL J. DERUITER
Typed name(s) of Borrower(s)

Lauren K. Brewer
LAUREN K. BREWER, NOTARY PUBLIC
BERRIEN COUNTY, MICHIGAN
My commission expires: 02/27/2006

This instrument was prepared by and when recorded return to:

JASON HOPPER
United Federal Credit Union
808 East Front Street
Buchanan, Michigan 49107-1497